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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re:	:	Chapter 11
	:	Case Nos. 00 B 41065 (SMB)
RANDALL'S ISLAND FAMILY GOLF	:	through 00 B 41196 (SMB)
CENTERS, INC., <u>et al.</u> ,	:	
	:	(Jointly Administered)
Debtors.	:	
	:	
- - - - -	x	

CONSENT ORDER GRANTING LIMITED RELIEF FROM
THE AUTOMATIC STAY TO ALLOW SYDNEY
SALPIETRO AND NG CHRISTY SALPIETRO TO
PURSUE LITIGATION

WHEREAS, on May 4, 2000 (the "Filing Date"), each of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code. By order of this Court dated as of the Filing Date, the Debtors' chapter 11 cases are being jointly administered. Pursuant to sections 1107 and 1108 of the Bankruptcy Code, the Debtors are continuing to operate their businesses and manage their properties as debtors-in-possession;

WHEREAS, prior to the Filing Date, Sydney Salpietro and NG Christy Salpietro (collectively, the

"Claimants") commenced a civil action against one of the Debtors, Family Golf Centers, Inc. ("Family Golf"), in the Supreme Court of the State of New York, County of Suffolk, styled Sidney Salpietro v. Family Golf Centers, Inc., and bearing case number 01132/00 (the "State Court Action"), arising out of an alleged personal injury to Sidney Salpietro (the "Claim");

WHEREAS, the liability of Family Golf, if any, to the Claimants with respect to the Claim is covered by the Debtors' applicable general liability insurance policy (the "Policy"). The Policy is subject to a per incident deductible that may be payable by the Debtors;

WHEREAS, as a result of the commencement of the Debtors' cases, and as of the Filing Date, the continuation of the State Court Action was stayed by operation of section 362(a) of the Bankruptcy Code (the "Automatic Stay");

WHEREAS, the Claimants seek, and Family Golf is willing to consent to, a limited modification of the Automatic Stay on the terms and subject to the conditions set forth in this consent order (the "Consent Order"), so as to allow the Claimants to continue to prosecute the State Court Action to judgment (or other resolution) and to allow the Claimants to collect monies on any judgment obtained therein (or the settlement proceeds thereof, if any) solely from the Policy;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between Family Golf and the Claimants, through their undersigned counsel, as follows:

1. Upon the approval of the Consent Order by the Bankruptcy Court, the Automatic Stay shall be modified to allow the Claimants to (a) prosecute to judgment the State Court Action with respect to the Claim, and any subsequent appeals or writs of review taken by any of the parties thereto, solely for the purpose of determining the liability of, and damages against, Family Golf, if any, with respect to the Claim (or to settle the Claim); and (b) collect and enforce any such judgment (or settlement proceeds) solely from the proceeds of the Policy to the full extent of the judgment (or settlement) and only as may be available under the Policy.

2. The Claimants hereby waive, relinquish and discharge any claim that the Claimants ever had, now have, or hereafter can, shall, or may have against any of the Debtors, including, but not limited to, Family Golf, and the assets or properties of its estates (including, without limitation, with respect to the deductible under the Policy, to the extent it is applicable, and any deficiency that may arise by virtue of a judgment obtained in excess of the limits of coverage in, or available under the Policy), without prejudice to the Claimants' recovery, if any, under the Policy. The Claimants' sole recovery, if any, shall be from the Policy. The Claimants shall not recover from the assets or properties of any of the Debtors and their estates, and the State Court Action shall not result in any cost to the Debtors or their estates.

3. Except to the extent expressly set forth in paragraph 1 and subject to the proviso in paragraph 2, above,

the provisions of section 362 of the Bankruptcy Code, including without limitation, those provisions prohibiting execution, enforcement, or collection of any judgment that may be obtained against the Debtors from and against any assets or properties of the Debtors' estates (as defined in section 541 of the Bankruptcy Code), shall remain in full force and effect.

Neither the Claimant nor any of their agents, attorneys, or representatives shall take any action or attempt to cause any action to be taken to collect all or any portion of any such judgment (or settlement proceeds) from the assets or properties of the Debtors' estates, without prejudice to the Claimants' recovery, if any, from the Policy by way of compromise and settlement or otherwise.

4. The Claimants expressly recognize the burdens placed on the Debtors as a result of the chapter 11 filing, and the Claimants agree to cooperate with Family Golf with respect to the scheduling of any requests or demands for discovery, depositions, testimony or production of documents or the like, from any of the Debtors, their employees or their agents in connection with the State Court Action.

5. Nothing contained herein shall constitute or operate as a general waiver or modification of the Automatic Stay that would permit the prosecution against the Debtors of any claims or actions by any person or entity other than the Claimants with respect to the State Court Action.

6. The attorney for the Claimant represents and warrants that NG Christy Salpietro has full knowledge of, and

has consented to, this Consent Order on her own behalf and on behalf of Sidney Salpietro and that the attorney has full authority to execute this Consent Order on behalf of the Claimants.

7. This Consent Order is subject to the approval of the Bankruptcy Court and shall be of no force and effect unless and until the Consent Order has been entered. If this Consent Order is not approved by the Bankruptcy Court, it shall be null and void and shall not be referred to or used, for any purpose, by any of the parties hereto or any parties to the State Court Action.

8. The Bankruptcy Court shall retain jurisdiction to resolve any disputes between the parties arising with respect to this Consent Order.

9. This Consent Order may not be amended or modified
except by further Order of this Court.

Dated: New York, New York
December__, 2000

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By: _____
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By: _____
Peter J. Graff (PG-4336)

SO ORDERED

this ____ day of December, 2000

UNITED STATES BANKRUPTCY JUDGE

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